



**MISSOURI DEPARTMENT OF TRANSPORTATION  
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION**

**THIS IS NOT AN ORDER**

**REQUEST FOR INFORMAL QUOTATION (RFQ)**

Please quote the lowest prices covering service specified and provide all information requested.

TODAY'S DATE: 03/17/2014	QUOTE DUE ON OR BEFORE: <b>04/08/2014 @ 2:00PM CST</b>	F.O.B. REQUIREMENTS: DESTINATION
BUYER/CENTRAL OFFICE PHYSICAL ADDRESS: 830 MoDOT DRIVE, JEFFERSON CITY, Mo 65109	QUOTATION NUMBER: <b>I4ZR408BR</b>	BUYER NAME: BETH RODEMAN BUYER TELEPHONE NUMBER: (573)526-2744 BUYER FAX NUMBER: (573) 526-1218 BUYER E-MAIL: ELIZABETH.RODEMAN@MODOT.MO.GOV
BUYER/CENTRAL OFFICE MAILING ADDRESS: PO Box 270, JEFFERSON CITY, Mo 65102	<b><i>All Quotes Must Be Received In A Sealed Envelope</i></b>	DELIVERY LOCATION: JEFFERSON CITY, MO

The purpose of this RFQ is to establish a contract for the purchase of **managed services to provide support for Oracle databases.**

All responses to this Request for Quote **MUST** be submitted on this form and **MUST** be returned to the Buyer listed above at the Central Office address shown.

**Contract period is from Notice of Award through one (1) year.**

**Award:** *All or None*

**See pages that follow for further instruction, requirements, and terms and Conditions.**

**Company Name:**

All responses to this Request For Quote - **MUST** be submitted on this form and **MUST** be returned to the Buyer listed above at the Central Office address shown. See attached for conditions and instructions.

**VENDOR INFORMATION**

Vendor Name /Mailing Address		Vendor Contact Information (including area codes):			
		Phone #:			
		Fax #			
		Cellular #			
		E-mail			
Printed Name and Title of Responsible Officer or Employee:		Signature:			
Is your firm MBE or WBE Certified?			Yes	<input type="checkbox"/>	No <input type="checkbox"/>

Vendors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Vendors are encouraged to obtain 10% MBE and 5% WBE participation.

## Definitions:

**MoDOT Representative:** When the term "MoDOT Representative" is used herein, it shall refer to those MoDOT individuals authorized to perform under the contract resulting from this RFQ by Tommy Caudle, Information System Supervisor, (573) 522-3048.

## Scope of Work: Managed Service to Provide Support for Database Environments

The Missouri Department of Transportation (MoDOT) is seeking a managed service to provide support for MoDOT's Oracle database environments, to include servers and operating systems as it relates to our databases. The purpose of this service is to serve as an expert technical resource for MoDOT Information Systems staff. The services shall include, but not be limited to, the following: availability to answer general or specific technical questions, provide technical training and supporting documentation, ability to assist with projects, product licensing support, platform support, operating system support, storage support, database support, troubleshooting, diagnosis and resolution of issues.

MoDOT is primarily an Oracle shop, but MoDOT does have several SQL Server databases as well. MoDOT is also in a state of transition from a physical to a virtual environment. Some of this transition has already taken place, and the remaining transition project will begin in the coming weeks. It is important that the Offeror be able to provide assistance for both physical and virtual environments. Experience in this type of migration process would also be beneficial. MoDOT is also undertaking a major project to implement Disaster Recovery strategies. Disaster Recovery is primarily being handled through LUN replication, along with the use of RMAN, production standby's, exports/imports, etc.

The following details some of the specifics about the architecture of our database environments:

Oracle versions currently being used:

- 11.2.0.3
- 11.1.0.7
- 10.2.0.4
- 10.2.0.3

Oracle Data 12 TB (not including UNDO and TEMP)

Oracle Production Instances

- (30) Oracle Production Instances (RAC and Single Instance, physical/VM, Linux/Windows)
- (10) Oracle Standby Databases
- (1) Oracle Enterprise Management environment

Oracle Non-Production Instances

- (40) Oracle Dev/SIT Instances (RAC/Single, physical/VM, Linux/Windows)

Oracle Storage

- Uses Automatic Storage Management (ASM)
- VNX Storage

Offeror must possess technical experience in the following areas:

Oracle Databases - Physical  
Oracle Databases - Virtual  
Oracle RAC  
Oracle Licensing  
VMware as it relates to MoDOT Oracle Databases  
Oracle Application Server  
Storage for Oracle Databases  
Server support for AMD/Intel as it relates to MoDOT Oracle Databases  
Linux (RHEL)  
Windows Server

Experience in the migration process from a physical to a virtual environment is preferred.  
Experience with SQL servers is preferred.

Following is a list of requirements that must be met by the Offeror:

- Must have support resources available to MoDOT staff for assistance 24 X 7 X 365
- Must provide onsite support for emergency issues as determined by MoDOT.
- Must provide response to critical issues, as determined by MoDOT, within a minimum of two (2) hours to include production and test environments.
- Must be proactive in identifying any issues discovered when conducting work in accordance with this Scope of Work by notifying the appropriate MoDOT representative.
- Must provide performance tuning to assure MoDOT is operating at maximum efficiency, when requested by MoDOT
- Must provide written monthly documentation of all services provided and hours used each month, as well as year-to-date totals.
- Must provide a tracking system for reported incidents
- Must be able to effectively communicate in oral and written formats with MoDOT staff
- Must adhere to MoDOT security policies when accessing MoDOT's network and data while safeguarding such with all precautions necessary
- Any and all modifications to MoDOT applications and/or database environments must first be discussed with and authorized by an appropriate MoDOT representative before work begins
- Offeror must allow an increase/decrease in the support hours as agreed upon by both parties

It is MoDOT's preference that response time for non-critical issues, as determined by MoDOT, is as soon as possible, but no later than the close of the next business day after notification by MoDOT of a problem, to include production and test environments. MoDOT also prefers the use of an automated tracking system to monitor incident tickets.

It is estimated that approximately 20 hours per month of managed services work will be performed during the initial contract period. All estimated numbers provided herein are for informational purposes only and are not intended to reflect any guaranteed usage of this RFQ. MoDOT does not guarantee any minimum or maximum amount of the Offeror's services that may be required under this RFQ. MoDOT reserves the right to adjust the number of managed services hours required by MoDOT. Additional hours of service will be requested on an as needed if needed basis.

Services will be requested by MoDOT's representative on an as needed, if needed basis. When and if it is determined managed services are needed, at the sole discretion of MoDOT, MoDOT's representative will contact the Offeror to request such services. If the need for services arises, the Offeror and MoDOT shall agree in writing on the scope, timing and cost of each deliverable before the commencement of work. Successful Offeror must provide the name(s) and phone number(s) of the contact person(s), who will perform as the Offeror's representative(s) and will be made available for support services 24 X 7 X 365, no later than June 30, 2014.

The Offeror may quote a minimum number of hours required per month, at item 2.b of the pricing page, for Offeror to perform Managed Services required herein. The minimum number of hours quoted, if any, which are not needed for support by MoDOT, as determined by MoDOT, in the months immediately before and immediately after a month requiring more than the minimum number of hours quoted for that month shall be applied to and deducted from such month's hours to be invoiced for payment.

Any and all up-front work which needs to be completed by the successful Offeror in order to be ready to provide Managed Services required herein, must be priced as a one-time flat fee at line item 1 on the pricing page. This fee may include, but not be limited to, costs for Set-Up, Assessment, and Transition Fees, such as familiarization with and establishing connectivity to MoDOT's current systems, establishing a team and procedures, and acquiring other knowledge needed in order to perform the managed support required herein. This up-front work must be completed prior to July 1, 2014.

1. If no up-front work is required, pricing for line item 1 of the pricing page would be \$0.00, and the original contract period shall be July 1, 2014 through June 30, 2015.

## Contract Period

- (A) The original contract shall be effective from notice to proceed through one (1) year. Provision of Managed Services as required herein shall begin July 1, 2014.
- (B) **Renewals/Extensions:** The contract shall not bind, not purport to bind, MoDOT for any contractual commitment in excess of the original contract period. The MoDOT shall have the right, at its sole option, to extend the contract for four (4) additional one-year periods, or a portion thereof. In the event MoDOT exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the Offeror shall agree the prices stated in the original contract shall not be increased in excess of the renewal periods' pricing, if any, stated in the quote. If the quote does not include such renewal prices or if applicable spaces are left blank, are not completed, prices during renewal/extension periods shall be the same as during the original contract period. MoDOT does not automatically exercise its option for renewal based upon a quoted renewal percentage of increase without documented justification supporting an increase and reserves the right to offer or to request a renewal/extension of the contract at a price less than that price derived from the Offeror's percentage of maximum decrease stated.

## Quotation Submission Information

### (A) Submission of Quotes

1. **Pricing and Signature:** Quotes should be priced, signed and returned with necessary attachments to the Buyer, Beth Rodeman, as the address provided on the front page of this RFQ. Specifically, the

front page, pricing pages, and Exhibit A or B of this RFQ and any addenda must be manually signed and returned as part of the quotation.

2. **Submission of All Data Required:** The Offeror must respond to this RFQ by submitting all data required in paragraph (B) below for its quote to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a quote from further consideration.
3. **Public Inspection:** The Offeror is hereby advised that all quotes and the information contained in or related thereto shall be open to public inspection and that MoDOT does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its quote based on such conditions without reservations.
4. **Clarification of Requirements:** Any and all questions regarding the statement of work, requirements, competitive procurement process, or other questions must be directed to the buyer, Beth Rodeman, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, [Elizabeth.rodeman@modot.mo.gov](mailto:Elizabeth.rodeman@modot.mo.gov), phone number (573) 526-2744, or fax number (573)526-1218.

#### **(B) Required Elements of Quote**

1. **Experience.** The quote must clearly identify the Offeror's experience in offering the services requested in this RFQ. Offeror should provide detail of work experience, including number of years, for all resources proposed to support MoDOT in all areas of experience required in the Scope of Work including experience with the process of migration from a physical to a virtual environment. The quote should include a list of the agencies which your institution has served or currently serves. Also, please indicate the name, location, telephone number, fax number and email address of the primary contact person at each agency. Information presented in this section should highlight any work with other state agencies or local governments in Missouri. A simple "yes, no, or compliant" response will not fulfill this experience description request. Offeror must furnish a complete listing of each subcontractor, if any, and complete contact information for that subcontractor.
2. **Proposed Method of Performance.** The evaluation of the Offeror's Proposed Method of Performance shall be subjective based on the requirements stated herein. Therefore, the Offeror should present detailed information regarding how they intend to satisfy the requirements outlined in the Scope of Work of this RFQ. MoDOT reserves the right to use this information, including information gained from any other source, in the evaluation process. A simple "yes, no, or compliant" response will not fulfill this description request. The Offeror should present a detailed description of all services proposed in the response to this RFQ. It is the Offeror's responsibility to make sure all requirements and services are adequately described.

Additionally, a detailed breakdown of any and all fees (outside the hourly rate which will be required to provide managed services required herein) included in the pricing quoted for line item 1 must be included.

3. **Cost. It will be assumed, for evaluation purposes only, 240 hours of managed services work will be performed during the initial contract period.**
  - a. If the Offeror requires a minimum number of hours per month at item 2.b. to provide services as required herein at the rate provided at item 2.a. on the pricing page, the higher of the minimum number of hours required by the Offeror or 20 hours per month of managed services will be used to calculate total cost for item 2. The price quoted at item 1 on the pricing page will be added to the total cost for item 2 to determine total cost to be evaluated as part of this RFQ.

- b. The Offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. MoDOT makes no guarantee regarding the accuracy of the quantities stated nor does MoDOT intend to imply that the figures used for the cost evaluation in any way reflect neither actual nor anticipated usage.

**(C) Evaluation Criteria and Process**

1. **Evaluation Factors:** Any agreement for services resulting from this RFQ shall be awarded to the Offeror providing the lowest and best quote to MoDOT. After determining responsiveness, quotes will be evaluated in accordance with the following criteria:

A. Experience	20 pts. Maximum
B. Proposed Method of Performance	40 pts. Maximum
C. Cost	40 pts. Maximum
2. **Historic Information:** MoDOT reserves the right to consider historic information and facts, whether gained from the Offeror's quote, question and answer conferences, references, or other sources, in the evaluation process.
3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MoDOT's representative is under no obligation to solicit such information if it is not included with the Offeror's quote. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's quote.

(D) Pricing Pages

1. **Fee Schedule:** The Offeror shall indicate below all fees in the unit of measure indicated for each item for providing services for the original contract period in accordance with the provisions and requirements stated herein. All costs associated with providing this service must be included in the prices below.

	U/M	DESCRIPTION	
Item 1	Each	One-Time Set-Up/Assessment/Transition Fee, if any. This fee shall apply to the original contract period only.	\$ _____
Item 2.a	Per Hour	Managed services to provide remote support, critical remote support, and emergency onsite support services for database environments in accordance with requirements herein, Scope of Work, and attached Terms and Conditions	\$ _____/Hr.
Item 2.b	Per Month	Minimum Number of Hours Per Month, if any, required for vendor to perform Managed Services at the Hourly Rate offered at Item 2.a	_____ (Min. # Hrs./Month)

2. **Expenses:** The estimated out-of-pocket expenses applicable to emergency onsite services, if any, that are not included in the fixed hourly fees quoted above and for which the Offeror expects reimbursement must be separately identified by name and cost. Please use a separate sheet if necessary. If the Offeror does not include such expenses or if applicable spaces are left blank/are not completed, prices during the original contract period and any renewal/extension periods shall be zero, with all expenses included in the fixed fees as provided above with this submitted quote. MoDOT reserves the right to negotiate the cost and type of any and all such expenses, as deemed in the best interest of the MoDOT. Further, the MoDOT must approve any anticipated expenses prior to such expenses being incurred as part of the emergency onsite services provided by the Offeror.

Expenses	Amount/Original Contract Period
Mileage per vehicle (regardless of number of riders)	\$0. _____ / mile
Lodging	\$ _____ - \$ _____ / facilitator/day
Meals	\$ _____ - \$ _____ / facilitator/day or per diem as per firm \$ _____/day
Miscellaneous (list-attach additional sheet if needed)	
Total	

\_\_\_\_\_  
Name of the Offeror's Firm

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date Signed

- 3. Renewal Periods:** The Offeror shall provide below the maximum percentage of increase or decrease for the renewal periods to be applied to the hourly rate quoted at line item 2.a only. The percentage shall be computed against the original contract period hourly rate for each renewal period. If a renewal percentage is not provided, the hourly rate for the renewal periods shall be the same as the original contract period.

**1<sup>st</sup> Renewal Period** \_\_\_\_% of maximum increase and/or \_\_\_\_% of maximum decrease.

**2<sup>nd</sup> Renewal Period** \_\_\_\_% of maximum increase and/or \_\_\_\_% of maximum decrease.

**3<sup>rd</sup> Renewal Period** \_\_\_\_% of maximum increase and/or \_\_\_\_% of maximum decrease.

**4<sup>th</sup> Renewal Period** \_\_\_\_% of maximum increase and/or \_\_\_\_% of maximum decrease.

---

Name of the Offeror's Firm

---

Signature of Authorized Representative

---

Date Signed



**Missouri Highways and Transportation Commission**  
**Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions**

**STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

**GENERAL TERMS AND CONDITIONS**

**Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

**Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

**Executive Order:**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**Preferences**

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

**Missouri Highways and Transportation Commission**  
**Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions**

**Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

**Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

**Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

**Missouri Highways and Transportation Commission**  
**Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions**

**SPECIAL TERMS AND CONDITIONS**

**Tax Exempt Status:**

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

**Insurance**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

**Prohibition Of Employment Of Unauthorized Aliens:**

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
  - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)
  - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A.
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit B.

**EXHIBIT A**

**ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT**  
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_,  
Affiant name  
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to  
this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly  
title business name  
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me in \_\_\_\_\_, \_\_\_\_\_, the day and year first above-written.  
city (or county) state

\_\_\_\_\_  
Notary Public

My commission expires:

***[documentation of enrollment/participation in a federal work authorization program attached]***

**EXHIBIT B**  
**APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**  
(a separate affidavit is required for each owner and general partner)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the \_\_\_\_\_ of \_\_\_\_\_, which is applying for a public benefit  
owner or partner business name  
(grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

☐ a United States citizen. ☐ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Affiant's Social Security Number or  
Applicable Federal Identification Number

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: